



**CITY OF LINCOLN  
THUNDERSTONE  
REDEVELOPMENT AGREEMENT**



THIS AGREEMENT is entered into between the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska (City), and Thunderstone, LLC, a Nebraska Limited Liability Company, with a place of business at 3300 S. 6th St. Lincoln, Nebraska 68502 (Redeveloper).

The parties agree:

1. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska. As part of that program the City has prepared and approved the West O Redevelopment Plan (Redevelopment Plan) a copy of which, together with any and all amendments thereto, is on file in the Office of the City Clerk of the City (City Clerk).
2. Redeveloper will redevelop the site legally described as Lot 74 & 75, Irregular Tract in the Southwest 1/4 of Section 20, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska as depicted on Attachment A and incorporated herein by this reference (Project Site) to create a private development including new construction and improvements for commercial/retail use, including parking and related uses as provided in this Agreement.
3. The City and Redeveloper enter into this Agreement to implement the redevelopment of the Redeveloper Improvements and the Public Improvements (collectively Project or Project Improvements) for the purposes and in accordance with the Redevelopment Plan.
4. The City and Redeveloper mutually agree that the redevelopment of the Project is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.
5. Schematic Drawings of the Project. The Project Schematic Drawings have been prepared by Redeveloper as shown in Attachment B. Construction Documents for the Project



shall be approved by the City and Redeveloper prior to construction.

6. Construction. Redeveloper will use its best efforts to substantially complete construction of the Redeveloper Improvements within 12 months following the execution of this Agreement.

7. Construction Documents; Changes in Construction Documents. The Mayor shall be entitled to review and approve the material changes to the Construction Documents for the Project Improvements, and such approval shall be granted if the Construction Documents are consistent with the Schematic Drawings and the terms and conditions of this Agreement. Redeveloper shall have no unilateral authority to initiate material changes to the Construction Documents without the Mayor's approval, which approval shall not be unreasonably withheld.

8. Redeveloper's Responsibilities. Redeveloper, at its own cost and expense, shall design and construct an appropriate commercial/retail use according to approved plans as provided in this Agreement and commence construction within 30 days after execution of this Agreement. The development is intended to provide for commercial use subject to economic conditions.

9. Grant of Right of Way or Other Easements to City. Redeveloper will grant to the City without additional consideration the appropriate easements and right-of-way as may be required by applicable city specifications or construction standards related to the Public Improvements in a form acceptable to the City Attorney. Redeveloper will grant to the City without additional consideration the appropriate public access and utility easements in a form acceptable to the City Attorney as they relate to any site related, road widening, and pedestrian/streetscape improvements.

10. Architect and Landscape Designer. Redeveloper will use the services of J.D. Burt of Design Associates as Project Architect and Tom Young of Design Associates as Project Landscape Designer or another architect or landscape designer acceptable to the City.

11. Representations. Redeveloper represents and agrees that its undertakings, pursuant to this Agreement, have been, are, and will be, for the purpose of redevelopment of Redevelopment Site and not for speculation in land holding.

12. Restrictions on Assignments of Rights or Obligations. Redeveloper represents



and agrees that prior to completion of Redeveloper's Responsibilities provided for above there shall be no sale or transfer of the Redevelopment Site Project or assignment of its rights or obligations under this Agreement to any party without the prior written approval of the City (which shall not be unreasonably withheld), other than mortgages, and involuntary transfers by reason of death, insolvency, or incompetence. The City shall retain the right of first refusal for any subsequent transfer or sale of all or substantially all of Redeveloper's interest as redeveloper in the property. Such right of first refusal shall be valid for a period of 60 days after Redeveloper or its successors or assigns provide written notice of a pending sale to the Mayor. The right of first refusal must be exercised by the Mayor in writing within such 60 day period upon the same terms and conditions of the pending sale as provided to and verified by the Mayor. The right of first refusal shall not apply to financing permitted under this Agreement, which approval shall not be unreasonably withheld. The City shall be entitled to require, as conditions to any required approval, that:

- a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Redeveloper; and
- b. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the City, have expressly assumed all of the obligations of Redeveloper under this Agreement; and
- c. There shall be submitted to the City for review, not less than ten (10) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer or described in this Agreement; and if disapproved by the City, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

13. City Duties. City at its own cost and expense shall identify for Redeveloper the existing public storm and sanitary sewer, and other utility easements on the Redevelopment Site property as soon as reasonably possible and terminate without additional consideration any utility easements no longer needed. If the City requires any existing utility easement(s) to remain and Redeveloper in good faith concludes that the Project cannot proceed with those utility



easement(s) remaining in place, then Redeveloper shall have the right to terminate this Agreement. If this Agreement is terminated by Redeveloper, neither party shall be liable to the other party for damages due to termination.

14. Public Improvements.

a. As part of the Project, the following Public Improvements shall be eligible for reimbursement to the extent funds are lawfully available from the Tax Increment Provision:

Site Preparation and rough grading NTE	\$42,843
Sanitary sewer connection from Public ROW NTE	\$79,525
Site related storm sewer system NTE	\$40,000
Street connector/private roadway NTE	\$11,000
Landscaping/screening on corners NTE	\$17,000
Applicable Impact Fees NTE	<u>\$55,000</u>
Total Not To Exceed	\$245,368

b. Reimbursement for costs. The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from a Tax Increment Provision, reimburse the actual costs of the Redeveloper (not to exceed the amounts stated in subparagraph a. above) for the listed undertakings. Only costs incurred after the effective date of this Agreement shall be eligible for reimbursement; Provided that the City shall not be liable nor be required to reimburse any such costs in the event the agreement is not approved for any reason, including for reasons alleged to be the fault of the City. The listed undertakings shall be so designated on the Construction Documents or Drawings as approved by the Mayor and, where reasonable and appropriate, the Redeveloper shall utilize unit price or itemized contracts specifically showing the eligible items or quantities prior to letting or entering into the same. Undertakings involving private construction in the public right of way shall comply with all applicable law, including provisions of this code, the city standard specifications and the executive order process for the bidding and letting the same, where applicable.

c. Cost Containment. The Redeveloper shall submit authentic documentation to the Mayor on City approved forms or format for payment of any expenses related to the listed undertakings. The Redeveloper shall timely submit receipts or proof of payment in advance of



requesting payment for the same to enable the City to obtain an independent cost containment review of the same by a qualified professional or contractor. The Mayor shall approve or reject the same based on the review within 30 days of receipt of the same. Overhead, overtime, incentive, office, mobilization, administration or similar generalized charges shall be allowed only as authorized by the Mayor in advance of incurring the same.

d. Administration. The Redeveloper shall be responsible for all components of the project including construction management, coordination of contractors and regulatory permitting and other requirements. Any excess funds resulting from the Tax Increment Provision not needed or required to pay the associated debt of each Standard Redevelopment Agreement in each year of the Tax Increment Provision shall be returned as provided in the Community Development Law. Any shortfall in anticipated receipts from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the property, shall be borne entirely by the related Redeveloper without recourse of any kind against the City. The Redeveloper shall assist with any audit and make any and all pertinent documents available for inspection and copying by the City or its auditors in support of the same. The Redeveloper will be solely responsible for payment of all the redevelopment project costs regardless of any expectation for reimbursement hereunder and in this regard shall defend and hold the City harmless from and against any claims related to the same or arising out of the administration of the Tax Increment Provision, specifically including any shortfall in anticipated receipts from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the property.

15. Use Restrictions. During the Tax Increment Period and in consideration of this agreement, the Redeveloper agrees to prohibit the following uses on the Redevelopment Site as use restrictions contemplated under the Community Development Law:

a. Any business whose predominant operation is the retail sale of alcoholic beverages (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations;

b. Any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed



products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations;

c. Any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service.

d. Any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any salvage or recycling operation, car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit dry cleaning pickup facility, convenience, food or fuel store.

e. Any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off-site pari-mutual wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law.

f. Any business involving a residential use, sale or display of weapons, self service laundromat, industrial manufacturing, off-site outdoor advertising on the premises, cell tower, radio telecommunication or other communication tower, illegal activities, or sale of any illegal goods or products.

16. Representations and Warranties of Redeveloper. Redeveloper represents and warrants to City as follows:

a. Organization; Power; Good Standing. Redeveloper is a corporation duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

b. Authority Relative to Agreement. This Agreement has been duly executed



and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

c. Effect of Agreement. The execution, delivery and performance of this Agreement by Redeveloper have been duly authorized by all necessary action by Redeveloper and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

17. Valuation of Property Within the Project Area. The City intends to use the ad valorem tax provisions set forth in Neb. Rev. Stat. § 18-2147 et seq. in accordance with the Redevelopment Plan. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Community Development Law (as amended). The tax increment revenues which are to be used to pay debt service for the Project will be derived from the increased valuation from redeveloping Redevelopment Site as provided in this Agreement. So long as any of the debt issued with respect to the Project funds remain outstanding and unpaid, Redeveloper agrees not to contest any taxable valuation assessed for Redevelopment Site which does not cumulatively exceed \$2,829,000 provided that the construction of Redevelopment Site is completed as provided in this Agreement.

18. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the effective date of the ad valorem tax provision, or so long as the tax increment indebtedness remains outstanding whichever period of time is shorter (Tax Increment Period), convey any lot within Redevelopment Site to any entity which would result in the lot or dwelling built upon such lot being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions..

19. Agreement to Pay Taxes and Tax Increment Deficiency. Redeveloper agrees to pay all real property taxes levied upon Redevelopment Site prior to the time the taxes become



delinquent. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the City in no way waives the statutory obligation to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the lots or improvements for tax purposes. In addition, to the extent of any deficiency in the Tax Increment Provision for required debt service, the Redeveloper agrees to pay the same upon written request of the City and shall pay the same for each year that there exists a deficiency in the Tax Increment Provision.

20. Financing Creating Encumbrances Restricted.

a. Prior to completion of Redevelopment Site, as certified by the Mayor, neither Redeveloper nor any successors in interest to Redevelopment Site as Redeveloper shall engage in any financing or any other transaction creating any Mortgage upon the Real Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such Redevelopment Site, except for the purposes of obtaining funds only to the extent necessary to design, construct, maintain, repair, replace and insure the redevelopment Project. Redeveloper or any successor in interest as Redeveloper shall notify the City in advance of any financing secured by Mortgage that it proposes to enter into with respect to Redevelopment Site, and shall promptly notify the City of any Mortgage that has been created on or attached to Redevelopment Site whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of Redevelopment Site and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the City and Redeveloper's lender to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition, Redeveloper agrees that prior to completion of Redevelopment Site, as certified by the Mayor, any loan proceeds secured by any interest in Redevelopment Site shall be used solely for the payment of costs and expenses related to the development of the Project based on the Architect's certification as to percentage of completion. Redeveloper shall provide a copy of all draw requests and bank approvals related to the Project to the Director of Urban Development in a timely fashion.

b. In the event that any foreclosure of any Mortgage, deed of trust or other encumbrance should occur prior to the furnishing of the Certificate of Completion or at any time



when any casualty damage to the Property has occurred and has not been fully restored, any party who obtains title to any portion of the Redevelopment Site from or through Redeveloper or the holder of any Mortgage or any other purchase at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete construction or restoration within twenty-four (24) months from the date of such acquisition.

c. Notice of Default. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Agreement, the City shall at the same time forward a copy of such notice or demand to each Holder of any Mortgage at the last address of such Holder as shown in the records of the Register of Deeds of Lancaster County.

d. Option to Cure. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such Holder shall (and every Mortgage or other instrument of encumbrance made prior to completion of Redevelopment Site by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its Mortgage; provided, that if the breach or default is with respect to construction of Redevelopment Site, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize.

e. Rights Applicable to Other Forms of Encumbrance (Deed of Trust). The rights and obligations of this Agreement relating to Mortgages of any portion of Redevelopment Site shall apply to any other type of encumbrance on any of Redevelopment Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

21. Damage or Destruction of Redeveloper's Property. During the construction period, Redeveloper agrees to keep the construction area, including completed operations insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Project to its prior condition within



twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. In the event Redeveloper fails to restore the same for any reason, Redeveloper shall pay to the city the amount of tax increment received by the City in the preceding year times the number of years remaining in the Tax Increment Period. During the tax increment period, Redeveloper shall include by restrictive covenant an enforceable obligation on the owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the owner or tenant's obligation to restore the Project to its prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to completion.

22.     Condemnation. If during the Tax Increment Period, all or any portion of Redevelopment Site is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the City shall be entitled to claim against the Condemnor an interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.

23.     Remedies. Except as otherwise provided in this Agreement, in the event of any default in performance of this Agreement by the City or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. In the default is not cured, the non-defaulting party may institute any proceedings which may be necessary to cure and remedy the default.

24.     Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Agreement. Any delay in instituting any action or otherwise asserting rights under this Agreement shall not operate as a waiver of rights or limit rights in any way.

25.     Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including acts of God, acts of the



public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes. The purpose and intent of this section is that in the event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

26. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement shall be cumulative and the exercise by either party of any one or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Agreement shall be effective only is in writing and only to the extent specified in writing.

27. Conflicts of Interest: City Representatives Not Individually Liable. No officer or employee of the City shall have any personal interest, direct or indirect, in this Agreement. No official or employee of the City shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the City under the terms of this Agreement.

28. Approvals. For purposes of this Agreement and the approvals and disapprovals required, Redeveloper shall be entitled to rely on the written approval or disapproval of the City Council, the Mayor, or the Director of the Department of Urban Development or its successor as constituting the approval or disapproval required by any one or more of them. City shall be entitled to rely on the written approval of the Mark Hansen, Member, as constituting the approval or disapproval of Redeveloper.

29. Notices and Demands. A notice under this Agreement by either party to the other shall be deemed delivered on the date it is postmarked, sent postage prepaid, or delivered personally to Redeveloper, at Thunderstone LLC, 3300 S. 6th Street, Lincoln, NE 68502, and to the City at Mayor's Office, 555 S. 10th Street, Lincoln, NE 68508 with a copy to City Attorney's Office, 575 S. 10th Street, Lincoln, NE 68508, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

30. Access to Project Area. During construction of the Project, Redeveloper shall



permit the representatives of the City to enter all areas of Redevelopment Site and at any and all reasonable times, as the City may deem necessary for the purposes of inspection of work being performed in connection with the construction of the facility.

31. Provisions Run With the Land. This Agreement shall run with Redevelopment Site and shall inure to and bind the parties and their successors in interest.

32. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

33. Severance and Governing Law. Invalidation of any provision of this Agreement by judgment or court order shall not affect any other provisions which shall remain in full force and effect . This Agreement shall be construed and governed by the laws of Nebraska.

34. Expiration of Agreement. This Agreement shall expire upon expiration of the Tax Increment Period, or retirement of the tax increment indebtedness, whichever first occurs.

Executed by City this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Coleen J. Seng, Mayor

Executed by Thunderstone, LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

THUNDERSTONE, LLC,  
a Nebraska limited liability company,

By: Mark Hansen  
Mark Hansen, Member

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of



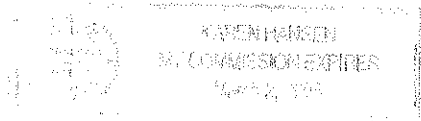
\_\_\_\_\_ 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska.  
on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of  
May, 2006, by Mark Hansen, Member, of Thunderstone, LLC, a Nebraska  
limited liability company, on behalf of the corporation.

*Mark Hansen*  
Notary Public





Attachment A

Diagram showing land comprising the Redevelopment Site.

Attachment B

Project Schematic Drawings

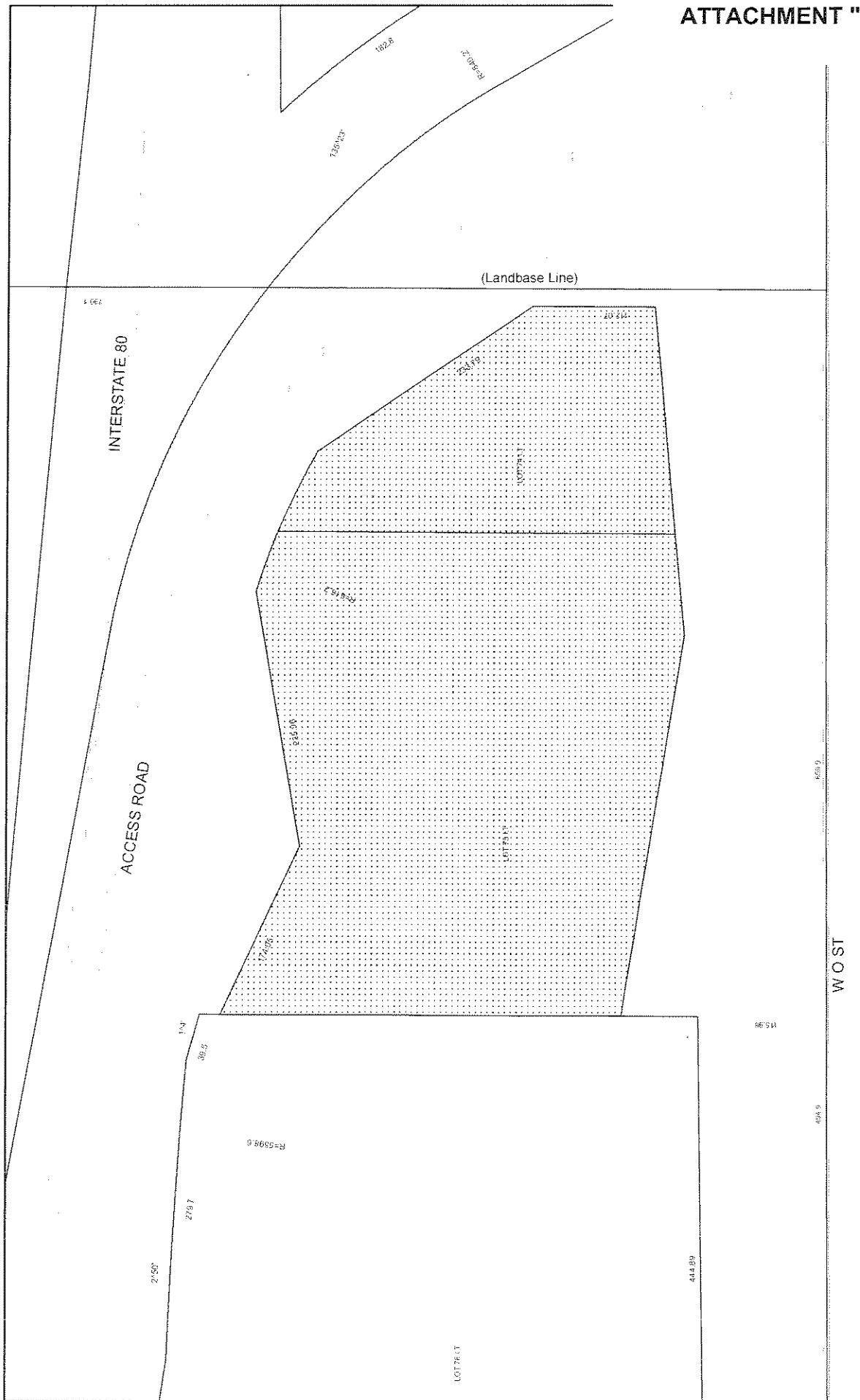
Attachment C

Uses & Sources of Funds



# Project Site

ATTACHMENT "A"



## Legend

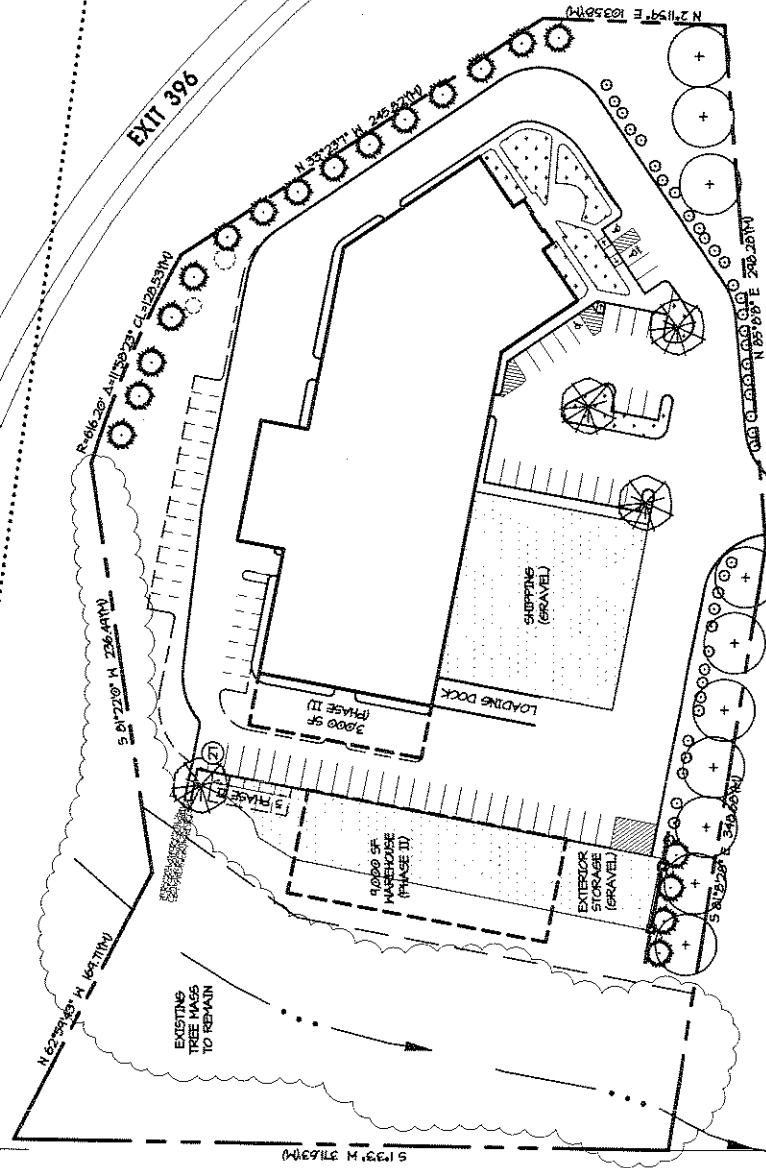
- Landbase
- Project Site (Lots 74 & 75)
- Streets



INTERSTATE 80 (EASTBOUND)

SIGHT LINE TO STATE CAPITOL BUILDING

EXIT 396



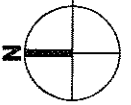
WEST 'O' STREET

**Design Associates**  
of Lincoln, Inc.

ARCHITECTS • ENGINEERS • PLANNERS  
PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68508  
voice: 402.474.3000 desassoc@nebraska.com fax: 402.474.4045

**THUNDERSTONE**

NO SCALE



ATTACHMENT "B"

02 MAY 2006



# SOURCE & USE OF FUNDS

ATTACHMENT "C"

Project Name: Thunderstone

USE		SOURCE		
Description	Total Costs	Developer	TIF	Total Sources
Property Acquisition	\$600,000	\$600,000	\$0	\$600,000
Demolition	\$0			\$0
Relocation Expenses	\$0			\$0
Utility Relocation				\$0
Soft Costs	\$25,000	\$25,000	\$0	\$25,000
Appraisals				\$0
Surveys				\$0
Environmental				\$0
Final Plat				\$0
Real Estate Taxes				\$0
Title Insurance				\$0
Building & Site Improvements	\$1,798,284	\$1,798,284	\$0	\$1,798,284
Architect/Engineer Fees				\$0
Origination Fee	\$14,000	\$14,000	\$0	\$14,000
Construction Contingency	\$100,000	\$100,000	\$0	\$100,000
New Signage				\$0
Interim Interest	\$48,000	\$48,000	\$0	\$48,000
Misc Fees and Costs	\$14,191	\$14,191	\$0	\$14,191
<b>Total Development Costs</b>	<b>\$2,599,475</b>	<b>\$2,599,475</b>	<b>\$0</b>	<b>\$2,599,475</b>
<b>Percent Participation</b>	<b>100.00%</b>	<b>100.00%</b>		<b>100.00%</b>
Sidewalks	\$0		\$0	\$0
Street Lighting	\$0		\$0	\$0
Street Trees	\$0		\$0	\$0
Landscaping	\$17,000	\$0	\$17,000	\$17,000
Irrigation	\$0		\$0	\$0
Impact Fees	\$55,000	\$0	\$55,000	\$55,000
Approach	\$11,000	\$0	\$11,000	\$11,000
Sanitary Sewer	\$79,525	\$0	\$79,525	\$79,525
Storm Water System	\$40,000	\$0	\$40,000	\$40,000
Rough Grading	\$42,843	\$0	\$42,843	\$42,843
<b>Total Public Improvements</b>	<b>\$245,368</b>	<b>\$0</b>	<b>\$245,368</b>	<b>\$245,368</b>
<b>Percent Participation</b>	<b>100.00%</b>		<b>100.00%</b>	<b>100.00%</b>
<b>Total Project Costs</b>	<b>\$2,844,843</b>	<b>\$2,599,475</b>	<b>\$245,368</b>	<b>\$2,844,843</b>
<b>Percent Participation</b>	<b>100.00%</b>	<b>91.37%</b>	<b>8.63%</b>	<b>100.00%</b>

Notes: